

13630-A  
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\$20

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD\*  
CARL C. DAVIS\*  
CHARLES T. KAPPLER  
JOHN H. DOYLE\*  
GEORGE JOHN KETO\*  
MILTON C. GRACE\*  
JAMES C. MARTIN, JR.\*

LAW OFFICES  
ALVORD AND ALVORD

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

OF COUNSEL  
JESS LARSON  
JOHN L. INGOLDSBY  
URBAN A. LESTER

RECORDATION NO. 13630-A  
FILED 1425 "ALVORD"

TELEPHONE  
AREA CODE 202  
393-2266

\*NOT A MEMBER OF D.C. BAR  
\*ALSO ADMITTED IN NEW YORK  
\*ALSO ADMITTED IN PENNSYLVANIA  
\*ALSO ADMITTED IN MARYLAND

June 4, 1985 JUN 4 1985 -2 00 PM

JUN 4 1985 -2 00 PM

INTERSTATE COMMERCE COMMISSION  
TELETYPE  
UNIT 67 A AND A

INTERSTATE COMMERCE COMMISSION  
Mr. James H. Bayne  
Secretary  
Interstate Commerce Commission  
Washington, D.C.

No. 5-155A060  
Date JUN 4 1985  
Fee \$ 20.00

Dear Mr. Bayne:

ICC Washington, D. C.

Enclosed for recordation pursuant to the provisions of 49 U.S.C. §11303 are one fully executed copy and one certified true copy each of 1) Letter Agreement dated May 9, 1985 between EMCOA, Inc. ("EMCOA") and Emons Industries, Inc. and The Life Insurance Company of Virginia ("LICOVA") and 2) related Agreement executed by EMCOA on May 5, 1985 and LICOVA on May 29, 1985, secondary documents as defined in 49 C.F.R. §1177.1(b).

The enclosed documents relate to a Conditional Sale Agreement dated as of December 1, 1981, which was duly filed and recorded at 1:10 p.m. on April 29, 1982 and assigned Recordation Number 13630 and cover the same railroad equipment as such Conditional Sale Agreement.

The names and addresses of the parties to the enclosed documents are:

Vendee: EMCOA, Inc and its parent, Emons Industries, Inc.  
1 West Market Street  
York, Pennsylvania 17401

Vendor: The Life Insurance Company of Virginia  
P.O. Box 27601  
Richmond, Virginia 23261

The undersigned is agent for the Vendee for the purpose of submitting the enclosed documents for filing.

Please return the original copies of the enclosed

OFFICE OF  
THE SECRETARY  
JUN 4 1 53 PM '85  
MOTOR OPERATING UNIT

*C. D. Kennedy*

Mr. James H. Bayne  
Secretary  
Interstate Commerce Commission  
June 4, 1985  
Page Two


documents stamped with recordation information to  
Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth  
Street, N.W., Washington, D.C. 20006.

Also enclosed is a check in the amount of \$20  
payable to the order of the Interstate Commerce Commission  
covering the required recordation fees.

A short summary of the enclosed secondary docu-  
ments to appear in the Commission's Index is:

Letter Agreement dated May 9, 1985 between  
EMCOA, Inc. ("EMCOA"), Emons Industries, Inc. and  
The Life Insurance Company of Virginia, and Agree-  
ment between EMCOA and The Life Insurance Company  
of Virginia, relating to Conditional Sale Agree-  
ment dated as of December 1, 1981 (Recordation  
Number 13630).

Very truly yours,

  
Charles T. Kappler

RECORDATION NO. 1363aB  
JUN 4 1985 -2 00 PM  
INTERSTATE COMMERCE COMMISSION  
AGREEMENT

This Agreement constitutes an amendment of the Conditional Sale Agreement dated December 1, 1981 by and between EMCOA, INC., a Delaware corporation (the "Company"), and THE LIFE INSURANCE COMPANY OF VIRGINIA, a Virginia corporation (the "Seller").

A new Section 3.2(3) is hereby added to such Conditional Sale Agreement and shall read as follows:

3.2(3)(a) In the event that a bona fide sale of the Equipment or any one or more Items to a third party shall occur at any time (including, without limitation, a sale of any one or more Items at any time after the payment in full of all of the Conditional Sale Indebtedness except that part of the indebtedness provided in Subsection 3.2(3)(b) below); then, the Company shall pay to the Seller, as additional interest, promptly after the consummation of such sale an amount equal to fifty percent (50%) of the net proceeds received by the Company, in whatever form, in connection with such sale; provided, however, that, in the case of any bona fide sale of an Item at any time prior to the payment in full of the Conditional Sale Indebtedness relating thereto, exclusive of any amounts due pursuant to Subsection 3.2(3)(b) hereof, the amount payable to the Seller under this Section shall be an amount equal to fifty percent (50%) of the net proceeds, if any, remaining after the application of the net proceeds first to

the payment of the Conditional Sale Indebtedness. All amounts due under this Subsection 3.2(3)(a) shall be secured by this Conditional Sale Agreement.

3.2(3)(b) No more than ten (10) nor less than eight (8) months after the date of payment in full of the Conditional Sale Indebtedness relating to the Equipment or any Item thereof except for any amounts due in this Subsection 3.2(3)(b) (the "Full Payment Date"), the Company shall deliver written notice of the appraisal process provided for below to the Seller at P.O. Box 27601, Richmond, Virginia 23261, Attn: Fixed Income Division with an exact duplicate thereof being delivered to Seller at P.O. Box 27601, Richmond, Virginia 23261 Attn: Law Department. Such notice shall refer to this agreement by its title, the parties thereto and the date thereof and shall set forth the name and address of a duly qualified appraiser of boxcars. Within twenty (20) days thereafter Seller shall deliver written notice to the Company of a similar appraiser to represent Seller. The two appraisers shall within twenty (20) days thereafter select a third similar appraiser. Fees of the third appraiser shall be shared equally by Seller and the Company. The three appraisers shall within thirty (30) days thereafter deliver to Seller and the Company their individual appraisals. The average of such appraisals shall be conclusively deemed to be the fair market value of the Item or Items of Equipment. On the date twelve months and one day after the Full Payment Date for the Equipment

or any Item thereof, the Company shall pay to Seller at the above address an amount equal to fifty (50%) percent of such fair market value as additional interest with respect to any Item of Equipment other than Items for which payment above has previously been made pursuant to clause (a) or Section 6 hereof. It is intended by the parties hereto that notwithstanding any provision to the contrary in said Conditional Sale Agreement or any other agreement pertaining to the indebtedness evidenced thereby, if any payment which is due pursuant to this Subsection 3.2(3)(b) is not paid when due, then a default shall exist in said Conditional Sale Agreement and the Seller will have all remedies available at law, in equity or under the Conditional Sale Agreement to enforce its right to such payment. Further, notwithstanding any such provisions to the contrary, under no conditions whatever will the Conditional Sale Agreement be considered satisfied in full with respect to any Item until payment has been made with respect to such Item under this Subsection 3.2(3)(b) or 3.2(3)(a) or Section 6.3 has been paid in full and the time for determining whether any such payments will be due has expired.

EMCOA, INC.

By: Mari Haukenst 5/10/85

Its: Treasurer

THE LIFE INSURANCE COMPANY  
OF VIRGINIA

By: Daniel B. Belcore

Its: Assistant Vice President

STATE OF PENNSYLVANIA )  
 ) SS  
COUNTY OF YORK )

On this 10th day of May, 1985, before personally appeared Frank S. Szymanski, to me personally known, who being by me duly sworn, says that he is a Treasurer of EMCOA, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Nancy L. Smith  
Notary Public

(Seal)

My Commission Expires: NANCY L. SMITH, Notary Public  
York, York County, PA  
My Commission Expires Jan. 25, 1988

STATE OF Virginia )  
 ) SS  
COUNTY OF Henrico )

On this 29 day of May, 1985, before me personally appeared Daniel B. Belcore, to me personally known, who being by me duly sworn, says that he is an Assistant Vice President of THE LIFE INSURANCE COMPANY OF VIRGINIA, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Gail A. Phillips  
Notary Public

(Seal)

My Commission Expires: February 7, 1988